

These Conditions contain provisions that define the contractual obligations of the Agency as to price and performance and which limit the authority of employees or agents of the Agency to make statements and representations. The Client accepts that these Conditions shall apply to the supply of Work by the Agency.

1. DEFINITIONS

1.1 In these conditions: "Client" means any person, firm or company to whom the Agency shall supply, or Contract to supply Work; "Agency" means CITYSEC INTERNATIONAL LTD ("CSI"); "Conditions" means the standard terms and conditions of business as set out in this document and includes any special terms and conditions in accordance with Clause 2.1; "Contract" means any Contract for Work to the Client; "Work" means secretarial, word-processing, administration, printing or any other service provided by the Agency.

2. APPLICATION

2.1 No Conditions other than those specified herein or any variation thereof shall be binding on the Agency unless otherwise specifically agreed in writing by a Director of the Agency. These Conditions shall be incorporated in every offer, acceptance and Contract for work by the Agency and subject to the foregoing any conditions proposed by the Client are hereby excluded.

3. ACCEPTANCE

3.1 All quotations are given subject to confirmation by the Agency upon receipt of the Client's order and no Contract shall be concluded until such confirmation is given. Each order when accepted constitutes a separate Contract.

3.2 Any written quotation for Work will remain open for acceptance for 30 days after despatch and thereafter will lapse unless otherwise stated in writing. The Agency will not be bound by any oral quotation or any acceptance of it.

4. PRICES AND PAYMENT

4.1 Prices are quoted exclusive of VAT and delivery charges. An additional charge may be made for expenses incurred by the Agency at the request of or by agreement with the Client which are not included in the quotation.

4.2 Payment for Work shall be made on delivery of the work or receipt of the invoice, whichever is the later, unless otherwise specifically agreed in writing by a Director of the Agency.

4.3 Should payment of an invoice be made more than 30 days after receipt the Agency has the right to make an interest charge of 2% above National Westminster Bank base rate on all outstanding money owed to the Agency for each day of late payment.

5. COMPLETION OF WORK

5.1 Dates or periods given for completion of Work are only best estimates and the Agency is not liable for the consequences of any delay. The Client must specify a completion date, if relevant, when commissioning the Work but whilst the Agency shall make every responsible effort to meet the Client's requirements, late delivery shall not entitle the Client to withhold payment for work done.

5.2 Should completion of Work be required sooner than the normal time requisite for its proper production, and in any event where commissioned Work is supplied by fax, every effort will be made to secure freedom from defects, but reasonable allowance must be made by the Client in such cases. Should such completion of Work necessitate overtime being worked or other additional costs being incurred, a charge will be made to cover the increased costs.

5.3 The Agency accepts no liability for the consequences of any delay in completion of Work caused by the Client and in such event any previously agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

6. CANCELLATION AND SUSPENSION

6.1 If the Client for any reason cancels Work which he has commissioned, charges will be payable for all Work completed up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation.

6.2 If the Client suspends or postpones Work that they have commissioned for a period of 14 days or more, charges will be payable for all Work completed up to the date of suspension or postponement. In any other case such charges will be payable upon completion of the Work.

7. LIABILITY

7.1 A complaint by the Client in respect of any work must be notified to the Agency in writing within 14 days of receipt of the Work by the Client.

7.2 Subject to the terms of Clause 9, the Agency will accept liability for damage, death or personal injury caused by negligence of the Agency or its employees or sub-contractors (being negligence as defined in section 1 of the Unfair Contract Terms Act 1977) provided always that the maximum liability of the Company in relation to damage shall in no case exceed the Contract price for the Work. For the purpose of this Clause "damage" means any loss or damage whatever (other than by death or personal injury) directly or indirectly attributable to any negligent act or omission of the Company, its employees or sub-contractors. The potential losses that might be caused or alleged to be caused by the failure of the Company, or its employees or sub-contractors to complete the Work the subject of a Contract or to take any particular precaution or care (whether as a result of breach of contract or negligence) or to avoid doing any act are so great in proportion to the sums that can reasonably be charged hereunder by the Company that the Company and its employees and sub-contractors cannot and will not assume any liability whatsoever in respect of any loss or damage howsoever caused outside or beyond the express provisions of these Conditions.

7.3 The Client shall indemnify the Agency against all claims, proceedings, costs and expenses for which the Agency may become liable in respect of Work completed under a contract except to the extent of the liability admitted expressly on these Conditions.

8. ILLEGAL MATTER

8.1 Notwithstanding any other term of any Contract the Agency shall not be required to scan, interpret or print any material, that in its opinion is or may be of an illegal or libellous nature. Where copyright subsists in texts to be reproduced by the Agency, it is presumed that the Client has obtained all consents necessary for such work to be carried out.

9. CLIENT'S PROPERTY

9.1 All documents, paper or other property supplied to the Agency will be held or dealt with by the Agency at the Client's risk and the Agency will not be responsible for the consequence of any loss or damage thereto.

9.2 The Agency reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client that has been in its custody for more than 12 months following completion of the Work to which it relates.

10. FORCE MAJEURE

10.1 In the event of a Force Majeure (which shall be strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and other situations that can be shown to have materially affected the Agency's ability to deal with the Work as agreed), the Agency shall notify the Client to withdraw from the Contract for the Work but, in any event, the Client undertakes to pay the Agency for work already completed. The Agency will assist the Client to place the Work elsewhere.

11. JURISDICTION

11.1 These Conditions shall be interpreted in accordance with English law and the Agency and the Client irrevocably submit to the non-exclusive jurisdiction of the English Courts.